

For at least these reasons, claim 1 is patentable over the combination of Brendel and Stunnel, as discussed below.

The Office Action states "Brendel does not teach the SSL wrapper for the process...." (Office Action, page 4, para. 9). Furthermore, Stunnel fails to teach or suggest a shared SSL session.

Claim 7 recites, *inter alia*, "a shared SSL session". In contrast to the disclosure in Stunnel, a shared SSL session is not tied to one specific application process. By definition, a shared session is used by multiple application processes concurrently. A shared SSL session is not owned by any application process. Instead, it is owned by a separate process, the SSL daemon process. Application processes issue SSL APIs to communicate over the SSL session with remote clients. For unshared SSL sessions, the SSL APIs are processed within the application process. For shared SSL sessions, the SSL APIs are passed to the SSL daemon process to be processed. This is a major difference between the claimed shared SSL sessions and SSL proxy methods, such as those disclosed in Stunnel. Stunnel fails to disclose the claimed shared SSL session. Therefore, claim 7 is patentable over the combination of Brendel and Stunnel.

Claims 8, 10, and 11 recite, *inter alia*, "a shared SSL session." As discussed above with respect to claim 7, Stunnel fails to disclose the claimed shared SSL session. Therefore, claims 8, 10, and 11 are also patentable over the combination of Brendel and Stunnel.

Claim 12 depends from claim 11 and, thus, inherits at least the patentable subject matter of claim 11. Therefore, claim 12 is also patentable over the combination of Brendel and Stunnel.

Claims 2-6 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Elgamal in view of Stunnel and further in view of Brendel.

Claims 2, 3, and 5 recite, *inter alia*, "a shared SSL session". As discussed above with respect to claim 7, Stunnel fails to disclose the claimed shared SSL session. Therefore, claims 2, 3, and 5 are also patentable over the combination of Elgamal, Brendel, and Stunnel.

Claims 4 and 6 depend, directly or indirectly, from claim 2 and, thus, inherit at least the patentable subject matter of claim 2. Therefore, claims 4 and 6 are also patentable over the combination of Brendel and Stunnel.

Claim 9 was objected to as being dependent upon a rejected base claim, but the Office Action indicated claim 9 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

Claim 9 depends from claim 7. For the reasons given above with respect to claim 7, Applicant believes claim 7 is allowable, and, therefore claim 9 is also allowable in dependent form.

In view of the foregoing remarks and amendments, Applicant submits that the above-identified application is now in condition for allowance. Early notification to this effect is respectfully requested.

If there are any charges with respect to this response or otherwise, please charge them to Deposit Account 09-0463 maintained by Assignee.

Respectfully submitted,

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